

TIPPECANOE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JULY 15, 2002

The Tippecanoe County Commissioners met on Monday, July 15, 2002 at 5:00 P.M. in the Tippecanoe Room in the County Office Building. Commissioners present were: President John L. Knochel, Vice President KD Benson, and Member Ruth E. Shedd; Auditor Robert A. Plantenga, Commissioners' Assistant Jennifer Weston, County Attorney David W. Luhman, and Secretary Pauline E. Rohr.

President Knochel called the meeting to order and recognized Dustin Velen and John Ganser, Boys Scouts who are working on Government Merit Badges. He then called upon them to lead the Pledge of Allegiance.

APPROVAL OF MINUTES

Commissioner Benson moved to approve the minutes of the July 1, 2002 Meeting, seconded by Commissioner Shedd; motion carried.

APPROVAL OF CLAIMS

- Upon the recommendation of Commissioners' Assistant Weston, Commissioner Shedd moved to approve the Claims for the periods ending July 5, 2002, July 12, 2002, and July 15, 2002 as submitted, seconded by Commissioner Benson; motion carried.

HIGHWAY: Executive Director Mark Albers

STREET ACCEPTANCE: Huntington Farms SD; Ph I
SUBDIVISION STREET MAINTENANCE BOND: #400SR3754

Mr. Albers recommended acceptance of the following asphalt surface streets in Huntington Farms SD, Ph 1:

Man-o-War	389.93'
Secretariat Drive	340.98'
Secretariat Circle	1,430.94'
Alydar Court	165.11'
Alydar Drive	724.94'

- Commissioner Benson moved to accept the Streets in Huntington Farms SD, Ph 1 as presented and three (3) year SD Street Maintenance Bond #400SR3754 in the amount of \$44,700.00 for Atlas Excavating, Inc., seconded by Commissioner Shedd; motion carried.

STREET ACCEPTANCE: Huntington Farms SD; Ph II
SUBDIVISION STREET MAINTENANCE BOND: #400SR3747

Mr. Albers recommended acceptance of the following asphalt surface streets in Huntington Farms SD, Ph II:

Alydar Drive	747.83'
Alysheba Court	160.00'
Whirlaway Court	517.74'

- Commissioner Benson moved to accept the Streets in Huntington Farms SD, Ph II as presented and three (3) year SD Street Maintenance Bond #400SR3747 in the amount of \$20,493.00 for Atlas Excavating, Inc., seconded by Commissioner Shedd; motion carried.

GRANTS OF RIGHT OF WAY: By Parcelization

Mr. Albers presented the following Grants of Right-of-Way by parcelization for acceptance:

- Key #124-02800-0063: 30' ½ width R-O-W of CR 300 E; Part of the E ½ of the SE ¼ of Sec. 15, Twp. 24 N, R 4 W in Tippecanoe Twp. from William E. & Janis S. Chapman.
- Key #118-00900-0043: 30' ½ width R-O-W of Adams Rd; Part of the NW ¼ of Sec. 9, Twp. 22 N, R 3 W in Sheffield Twp. from Ron Koehler & Cindy K. Marsh.
- Key #110-03900-0203
Key #110-03900-0192: 30' ½ width R-O-W of CR 200 E; A part of the SW ¼ of the SW ¼ of Sec. 3, Twp. 21 N, R 4 W in Lauramie Twp. from Kenneth R. & Jennifer S. Koch.
- Key #132-05100-0444: 40' ½ width R-O-W of CR 500 N; A part of the NW ¼ of Sec. 35, Twp. 24 N, R 5 W in Wabash Twp. from Fei Felix Tan.

- Commissioner Benson moved to accept the Grants of Right-of-Way as presented, seconded by Commissioner Shedd; motion carried.

PAYMENT BOND & PERFORMANCE BOND: Atlas Excavating, Inc.

- Commissioner Benson moved to accept Payment & Performance Bonds #400SD4243 in the amount of \$619,507.81 each from Atlas Excavating, Inc. for the 2002 Bridge Rehabilitation Project, seconded by Commissioner Shedd; motion carried.

CONTINUATION CERTIFICATES

- Commissioner Benson moved to accept a Continuation Certificate attached to Bond #31013037639981 400LT9753 in the amount of \$15,000.00 for Milestone Contractors, L.P. and a Continuation Certificate attached to Bond #27S103350590-07 in the amount of \$5,000.00 for Indiana Gas Company, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc., seconded by Commissioner Shedd; motion carried.

CONSTRUCTION MAINTENANCE BONDS

- | | | | |
|-----------------|---------|----------|---|
| Bond #5855802 | 3 years | \$ 5,000 | Lauramie Excavating, Inc. for work in County right-of-ways. |
| Bond #SSB302422 | 3 years | \$ 5,000 | Denney Excavating, Inc. for removal of storage tank in right-of-way of Washington St. |
| Bond #5945433 | 3 years | \$ 5,000 | Paul Ely DBA Ely Concrete for the commercial drive for Head Start on the right-of-way of Eisenhower Rd. |
| Bond #400SR3756 | 3 years | \$10,000 | Atlas Excavating, Inc. for work on the right-of-way of Huntington Farms; Drainage Swale & Pipe. |

- Commissioner Benson moved to approve the Construction Maintenance Bonds as presented, seconded by Commissioner Shedd; motion carried.

TITLE SHEET FOR ROAD PLANS: CR 400 S Extension & CR 500 W Reconstruction

Mr. Albers presented the Title Sheet to the plans for the extension of CR 400 S extension from CR 575 W after removal of the two at-grade railroad crossings at CR 575 W and CR 400 S. A frontage road will be constructed on the north side of the Norfolk and Southern Railroad and tie in with CR 500 W to the east. That at-grade crossing will be reworked and upgraded to active warning devices. The project will be advertised on July 19th and July 26th and bids will be opened at 9:00 A. M. on Monday, August 5, 2002. Mr. Albers said the project is estimated to cost \$600,000.

- Commissioner Benson moved to approve the plan for CR 400 S Extension and CR 500 W Reconstruction, seconded by Commissioner Shedd; motion carried.

CERTIFICATES OF INSURANCE

- ♦ Amerisure Companies, Fireman's Fund Insurance Co. for Atlas Excavating, Inc.
- ♦ Westfield Insurance Co., Ohio Farmers for Paul Ely, Ely Concrete
- ♦ National Union Fire Insurance Company, Nation Union/American Home Assurance, Lexington Insurance Company, Allianz Insurance Company for Coachmen Industries, Inc. Et Al
- ♦ Indiana Insurance Group for Justin Sands
- ♦ Indiana Insurance Group for Justin Sands DBA Sands Construction
- ♦ State Farm Fire and Casualty Company for Doug Ummel
- ♦ Cincinnati Insurance for Coors Home Builders, Inc.
- ♦ United States Fidelity and Guaranty Company, Fidelity & Guaranty Ins. Co. for Century Tel, Inc.
- ♦ American Home Assurance Co, Illinois National Ins Co. for Verizon North Inc.
- ♦ State Farm Fire and Casualty Company for Mark & Beth Allwes
- ♦ Indiana Insurance Company for John F. Wood & Company, Inc.
- ♦ Liberty Mutual Insurance Companies, Essex Insurance Company (DMI) for Morgan Drive Away Inc.; TDI Inc.; Transamerican Carriers; Morgan Vehicle Transport, Inc.
- ♦ Amerisure Companies for Custom Concrete Co., Inc. JMC, LLC dba Custom Transport of Indiana, Inc, Custom Waterproofing, LLC
- ♦ Celina Group for Grogan Construction Co., Terrance Grogan DBA
- ♦ Westfield Insurance Company, Accident Fund Company for Mussche Excavating, Roger Mussche dba Roger Mussche
- ♦ State Auto for JBD Builders Inc.
- ♦ Ohio Casualty Group, Everest Indemnity Ins Co for Harriss Frilling Services, Inc.
- ♦ National Casualty Co, London Underwriters for A-1 Mobile Transport Co.
- ♦ Indiana Insurance Company for Foster Farm Drainage, Dave Foster dba
- ♦ Westfield Insurance Company, Canal Insurance Company, Westport Insurance Corporation for Fox Hauling & Construction, Inc., Fox Conveying
- ♦ St Paul Fire and Marine Ins Co, Zurich American Ins. Company, National Union Fire Ins Co PA, Milestone Contractors, L.P.
- ♦ St Paul Fire and Marine Ins Co, Zurich American Ins. Company, National Union Fire Ins Co PA for Milestone Contractors, L.P.
- ♦ Acuity Insurance Company for Lauramie Excavating Inc.
- ♦ Celina Group for Sunburst Excavation, Inc., Terry Barnes
- ♦ Cincinnati Insurance Co for Tippecanoe Builders/Komark Ltd
- ♦ Foremost Insurance Group for Scott Balser
- ♦ Lloyds of London, American Home Assurance Co., Guardian Underwriters Reassurance Limited for Bennett Mtr Exp., Inc./BTT,LLC/Pride Lines, A div. of BTT,LLC/Barrett Mobile Home a Div. of BTT, LLC
- ♦ Ohio Casualty Group, Everest Indemnity Ins Co for Harriss Drilling Services, Inc.
- ♦ Zurich Insurance Company, Century Surety Company, Great American Insurance for Denney Excavating, Inc.
- ♦ United Farm Family Mutual Insurance Company for Eldon Emonds dba Emond Drainage Service
- ♦ Indiana Farmers for Adrian Holdcraft d/b/a/ Holdcraft Carpentry
- ♦ Zurich Small Business for Dan Colvin Inc.
- ♦ American Family Insurance Company for D Scott Worrell
- ♦ Scottsdale Ins. Co. for J & J Enterprises dba/Jim & Janet Feeney
- ♦ Zurich U S for Customs Cut Lawn Care, Inc.

COMMUNICATIONS SYSTEM AGREEMENTS: Verizon: MITS Executive Director Diane Hawkins

Mrs. Hawkins presented for approval agreements with Verizon for hardware in the amount of \$69,032.82 and software in the amount of \$29,343.46 to implement a Voice Mail System for the County. She said the cost includes training and she expects the system to be installed by early fall.

- Commissioner Benson moved to approve the Communications System Agreements with Verizon for a Voice

Mail System, seconded by Commissioner Shedd; motion carried.

PUBLIC HEARING: Lease of Facilities for Court Services

No one appeared to speak.

PRESENTATION OF PETITION: Court Services

Attorney Luhman submitted a petition to the Auditor with fifty (50) signatures gathered by Court Services Director Cindy Houseman in support of leasing additional office space for Court Services. He recommended the Commissioners take the issue under advisement until the Auditor verifies the signatures as those of property owners in Tippecanoe County.

- Commissioner Benson moved to take the issue under advisement pending verification of the signatures, seconded by Commissioner Shedd; motion carried.

PRESENTATION: Atlas Collections Inc.

Treasurer Oneta Tolle introduced Atlas Collections Inc. representative Alan Holdren who would like to contract with the County to collect Personal Property Tax Judgment accounts. They will initially accept accounts from the last three (3) years of certified judgments. Mr. Holdren said they have been in business for the last seven (7) years and represent approximately twenty (20) county governments in Indiana. He said this is a way to professionally collect monies due to the County. Their fee, 35% of the total amount owed, is added to the judgment amount and is paid by the taxpayer. The Treasurer will collect the delinquent payments and Atlas Collections, Inc. will file a claim monthly to the County for their fee.

Auditor Plantenga interjected that the County only pays on taxes collected at Settlement which occurs two time per year.

- Commissioner Benson moved to take this proposal under advisement until the Commissioners can talk to other counties, seconded by Commissioner Shedd; motion carried.

ORDINANCE 2002-24-CM: Revised Drainage Ordinance: Second Reading

Note: Ordinance 2002-24-CM was passed on first reading and appears in its entirety in the minutes of the June 17, 2002 Commissioners' Meeting.

Attorney Luhman read the following proposed amendment to the final paragraph in Section 16 of the Ordinance:

(quote)

The subdivider, property owner, developer, or contractor shall be required to file a three-year maintenance bond or other acceptable guarantee with the Tippecanoe County Drainage Board, prior to acceptance, in an amount not to exceed ten percent (10%) of the cost of the stormwater drainage system located outside the public road right-of-ways, and in a form satisfactory to the Board's attorney, in order to assure that such stormwater system installation was done according to standards of good workmanship and that the materials used in the construction and installation were of good quality and construction and that such project was done in accordance with the approved plans, the Tippecanoe County Drainage Ordinance, and the Subdivision Control Ordinance. The bond or other acceptable guarantee shall be in effect for a period of three years after the date of the final project approval by the County Surveyor.

(unquote)

Mr. Luhman explained this amendment makes it clear that the Maintenance Bond covers the original installation

of the improvement, and the original contractor or developer will not be responsible for changes made at a later date.

Public Comment

Pat Cunningham, Vester & Associates, asked the Commissioners to continue the second reading because interested parties have not received responsive dialog from County Surveyor Steve Murray regarding their concerns. He said the bond amendment is a good fix, but the certification requirement in the Ordinance is a problem. When asked by President Knochel why he didn't object at the two Drainage Board Meetings when the Ordinance was passed on first and second readings, he said he didn't want to object at those meetings because he was hoping for a dialog with Mr. Murray.

- Commissioner Benson moved to continue Ordinance 2002-24-CM on Second Reading, seconded by Commissioner Shedd; motion carried.

SHERIFF'S COMPENSATION AGREEMENT: Remainder of 2002

Attorney Luhman explained this Agreement is necessary because the previous Sheriff, Dave Murtaugh, resigned before the end of his term and William "Smokey" Anderson was appointed March 8, 2002 to complete the balance of that term through December 31, 2002.

(quote)

**COMPENSATION AGREEMENT IN LIEU OF
STATUTORY FEES BETWEEN WILLIAM "SMOKEY" ANDERSON
AND THE COUNTY OF TIPPECANOE, STATE OF INDIANA**

WHEREAS, the office of the County Sheriff in the State of Indiana is regulated by IC 36-2-13-1 et seq.;
and

WHEREAS, IC 36-2-13-2.8 provides an alternative method by which to compensate county sheriffs;
and

WHEREAS, such alternative method provides a financial benefit to the citizens of Tippecanoe County and fairly compensates the sheriff on a fixed basis; and

WHEREAS, the County of Tippecanoe, State of Indiana ("County") entered into a contract with the then duly elected Sheriff of Tippecanoe County, David R. Murtaugh, effective as of January 1, 1999 providing for an annual salary for the Tippecanoe County Sheriff in lieu of the Sheriff's obtaining a salary and the statutory fees authorized by IC 6-8.1-8-3 and IC 36-8-10-7, and

WHEREAS, said contract was amended annually through and including the Third Amendment to Compensation Agreement entered into by and between Tippecanoe County of the State of Indiana and then Sheriff David R. Murtaugh as Sheriff of Tippecanoe County extending said contract for the period from January 1, 2002 to December 31, 2002 and providing for an annual salary to be paid to the Sheriff of Tippecanoe County, State of Indiana in the amount of Ninety-Seven Thousand Five Hundred Ninety-Four Dollars (\$97,594.00) for fiscal year 2002, and

WHEREAS, upon the resignation of then Sheriff David R. Murtaugh, William "Smokey" Anderson ("Anderson") was appointed to fill Sheriff Murtaugh's unexpired term as Sheriff of Tippecanoe County.

WHEREAS, the County of Tippecanoe and Sheriff William "Smokey" Anderson desire to enter into an agreement for compensation of the Tippecanoe County Sheriff for the remainder of fiscal year 2002.

NOW, THEREFORE, in consideration of the mutual covenants and conditions recited herein, the parties agree as follows:

1. Anderson shall assign to and deposit into the County General Fund any and all fees to which he is entitled, or become entitled, pursuant to IC 36-2-13-2.8, including without limitation thereby the fees described in IC 6-8.1-8-3 during the term of this Agreement, and the County, in accordance with IC 36-2-13-2.8(b) shall make an appropriation from the County General Fund for feeding prisoners.

2. That in consideration of Anderson's assignment and deposit of the above recited monies into the County General Fund, the County, by and through its Council, shall fix and establish a salary ordinance in favor of Anderson.

Further, Anderson shall be entitled to all other medical, retirement, disability, and other benefits as heretofore established by the County on Murtaugh's behalf, and such benefits shall be continued during the term of this agreement and shall be in addition to and not considered a part of, the salary formula established herein.

3. That neither the assignment nor deposit of monies by Anderson into the County General Fund shall be construed so as to relieve Anderson of any duties or responsibilities which are imposed upon him by IC 6-8.1-8-3 or 36-8-10-7.

4. Anderson shall execute and deliver, subject to the approval of his attorney, to the County such documents as may be required by the County to effectuate the terms of this Agreement.

5. The term of this Agreement shall be from the date of Anderson's appointment, March 8, 2002, through and including December 31, 2002.

6. The method and manner of deposits to the General Fund by Anderson shall be made on such terms and at such times as the parties shall agree in order to effectuate an efficient procedure.

Anderson shall maintain all necessary records and reports, and in such form and manner as prescribed by the State Board of Accounts, and shall provide such information to the County within a reasonable period after for the same is made.

7. This Agreement may terminate by any of the following means:

(a) Expiration of the term without an extension or renewal by the parties;

(b) Resignation, removal, or failure of Anderson to assume the Office of Tippecanoe County Sheriff,

(c) In the event Anderson should die in office, he should be entitled to such benefits of the salary established hereunder through date of death, and to such other benefits as are otherwise provided by the County Salary Ordinance for the duly elected county sheriff.

8. In the event any provision, section, paragraph, clause or other portion of this Agreement should be declared by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall remain in full force and effect, if such provisions can, without the invalid provision or provisions, be given the effect intended by the parties hereto.

9. This Agreement shall be interpreted under the laws of the State of Indiana.

10. Anderson shall be paid an aliquot portion of the annual salary of Ninety-Seven Thousand Five Hundred Ninety-Four Dollars (\$97,594.00) for fiscal year 2002 equal to the portion of such annual salary that Anderson's number of days of service as Sheriff of Tippecanoe County during fiscal year 2002 bear to the total number of days in such fiscal year.

IN WITNESS WHEREOF, the parties hereto set their respective hands as of the _____ day of _____, 2002.

TIPPECANOE COUNTY SHERIFF

TIPPECANOE COUNTY COUNCIL

/s/William "Smokey" Anderson
 Sheriff of Tippecanoe County

 David S. Byers, President

 Connie Basham, Vice President

 Margaret K. Bell

 Ronald L. Fruitt

 Jeffrey A. Kemper

 Jeffrey Kessler

 Kathy Vernon

**BOARD OF COMMISSIONERS
 OF TIPPECANOE COUNTY**

 John L. Knochel, President

 KD Benson, Vice President

ATTEST:

 Robert A. Plantenga, Auditor

 Ruth E. Shedd, Member

APPROVED AS TO FORM:

 David W. Luhman
 Tippecanoe County Attorney

(unquote)

- Commissioner Benson moved to approve the Compensation Agreement between William "Smokey" Anderson and Tippecanoe County for the remainder of 2002 at the annual salary amount of \$97,594.00, seconded by Commissioner Shedd; motion carried.

OFFER FOR REAL ESTATE: 251 Smith St.

The Commissioners received an inquiry from a neighboring property owner to purchase a lot located at 251 Smith Street in Lafayette that the Commissioners acquired at Tax Sale. Attorney Luhman reported that the property was appraised and, after advertising in the Journal & Courier and the Lafayette Leader that they would accept bids for ten (10) days beginning July 1, 2002, the Commissioners received one bid of \$1,000.00 plus all costs associated with the sale. from B & M Properties LLC. He said this was the minimum bid the Commissioners were required to seek to sell the property.

- Commissioner Benson moved to accept the offer of \$1,000.00 plus all associated costs from B & M Properties LLC for the Smith Street property, seconded by Commissioner Shedd; motion carried.

MEMORANDUM OF UNDERSTANDING: Juvenile Alternatives

These Memorandums of Understanding are for the JEDIS (Juvenile Educational Day-reporting Intensive Services) and BEAMES (Behavior Education Adjustment Mediation for Elementary Students) programs operated by Tippecanoe County Juvenile Alternatives. In the Memorandums, the Lafayette School Corporation agrees to contribute \$15,000.00 plus capital items and education supplies from July 1, 2002 through June 30, 2003 to offset JEDIS program costs. The DFC (Division of Family & Children) agrees to contribute \$51,419.00 to offset JEDIS

program costs and \$32,250.00 to offset BEAMES program costs from July 1, 2002 through December 31, 2002.

- Commissioner Benson moved to approve the Memorandums of Understanding between Tippecanoe County and Lafayette School Corporation for the JEDIS Program, and Tippecanoe County and the DFC for the JEDIS and BEAMES Programs, seconded by Commissioner Shedd; motion carried.

APPOINTMENT: Wabash River Parkway Commission Task Force

- Commissioner Benson moved to appoint Nola Gentry as the Commissioners' representative to the Wabash River Parkway Commission Task Force, seconded by Commissioner Shedd; motion carried.

APPOINTMENTS: Common Wage Board

- Commissioner Benson moved to appoint Tom Murtaugh, Karl Rutherford, and Caren Shedd as the Commissioners' representatives to the Common Wage Board for the closing of two railroad crossings and the extension of CR 400 S, seconded by Commissioner Shedd; motion carried.

REPORTS

Reports from Mail & Duplicating, Veterans Affairs, and the Tippecanoe County Library are on file in the Commissioners' Office for review.

PUBLIC COMMENT

None.

ADJOURNMENT

- Commissioner Benson moved to adjourn, seconded by Commissioner Shedd; motion carried.

Robert A. Plantenga, Auditor